

CERTIFICATE OF TRANSMISSION BY FACSIMILE (37 CFR 1.8)Applicant(s): **Robert M. Moore, Jr., et al.**

Docket No.

SU-7073-L

Serial No.

09/785,890

Filing Date

February 16, 2001

Examiner

Group Art Unit

1616Invention: **Continuous Processes For Preparing Concentrated Aqueous Liquid Biocidal Compositions**I hereby certify that this **Terminal Disclaimer To Obviate A Double Patenting Rejection Over A Prior Patent**

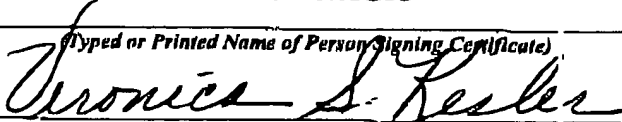
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Docket No. SU-7073-L

**TERMINAL DISCLAIMER TO OBIATE A PROVISIONAL DOUBLE PATENTING
REJECTION OVER COMMONLY-OWNED COPENDING APPLICATIONS**In re Application of: **Robert M. Moore, Jr. et al.**Application No.: **09/785,890**Filed: **February 16, 2001**For: **CONTINUOUS PROCESSES FOR PREPARING CONCENTRATED AQUEOUS LIQUID
BIOCIDAL COMPOSITIONS**

The owner, **ALBEMARLE CORPORATION** of **100** percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term, defined in 35 U.S.C. 154 to 156 and 173 as shortened by any terminal disclaimer filed prior to grant, of any patent granted on pending second Application Number, **09/663,788** filed on **September 18, 2000**. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the second application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent granted on the second application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

The owner, **ALBEMARLE CORPORATION** of **100** percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term, defined in 35 U.S.C. 154 to 156 and 173 as shortened by any terminal disclaimer filed prior to grant, of any patent granted on pending third Application Number, **09/404,184** filed on **September 24, 1999**. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the third application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent granted on the third application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

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The owner, **ALBEMARLE CORPORATION** of 100 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term, defined in 35 U.S.C. 154 to 156 and 173 as shortened by any terminal disclaimer filed prior to grant, of any patent granted on pending fourth Application Number, 09/506,911 filed on February 18, 2000. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the fourth application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent granted on the fourth application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

The owner, **ALBEMARLE CORPORATION** of 100 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term, defined in 35 U.S.C. 154 to 156 and 173 as shortened by any terminal disclaimer filed prior to grant, of any patent granted on pending fifth Application Number, 09/732,601 filed on December 7, 2000. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the fifth application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent granted on the fifth application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

The owner, **ALBEMARLE CORPORATION** of 100 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term, defined in 35 U.S.C. 154 to 156 and 173 as shortened by any terminal disclaimer filed prior to grant, of any patent granted on pending sixth Application Number, 09/658,839 filed on September 8, 2000. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the sixth application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent granted on the sixth application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

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The owner, **ALBEMARLE CORPORATION** of **100** percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term, defined in 35 U.S.C. 154 to 156 and 173 as shortened by any terminal disclaimer filed prior to grant, of any patent granted on pending seventh Application Number, **09/451,344** filed on **November 30, 1999**. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the seventh application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent granted on the seventh application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

The owner, **ALBEMARLE CORPORATION** of **100** percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term, defined in 35 U.S.C. 154 to 156 and 173 as shortened by any terminal disclaimer filed prior to grant, of any patent granted on pending eighth Application Number, **09/456,781** filed on **December 8, 1999**. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the eighth application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent granted on the eighth application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

The owner, **ALBEMARLE CORPORATION** of **100** percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term, defined in 35 U.S.C. 154 to 156 and 173 as shortened by any terminal disclaimer filed prior to grant, of any patent granted on pending ninth Application Number, **09/442,025** filed on **November 17, 1999**. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the ninth application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent granted on the ninth application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

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The owner, **ALBEMARLE CORPORATION** of **100** percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term, defined in 35 U.S.C. 154 to 156 and 173 as shortened by any terminal disclaimer filed prior to grant, of any patent granted on pending tenth Application Number, **09/663,948** filed on **September 18, 2000**. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the tenth application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent granted on the tenth application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

The owner, **ALBEMARLE CORPORATION** of **100** percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term, defined in 35 U.S.C. 154 to 156 and 173 as shortened by any terminal disclaimer filed prior to grant, of any patent granted on pending eleventh Application Number, **09/451,319** filed on **November 30, 1999**. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the eleventh application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent granted on the eleventh application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

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Check either box 1 or 2, if appropriate.

1. ☐ For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful statements may jeopardize the validity of the application or any patent issued thereon.

2. ☒ The undersigned is an attorney of record.

3. Owner/applicant is ☐ Small entity ☒ Large entity
The terminal disclaimer fee under 37 CFR 1.20(d) is \$110.00 and is to be paid as follows:

☐ A check in the amount of the fee is enclosed.

☒ The Commissioner is hereby authorized to charge any fees which may be required, or credit any overpayment, to Deposit Account Number 01-0659. (01-095) A duplicate copy of this sheet is enclosed.

PTO suggested wording for terminal disclaimer was

☐ unchanged. ☒ changed (if changed, an explanation should be supplied.)

The form has been changed to improve the clarity. Also the form has been modified so that the Terminal Disclaimer is with respect to each of ten co-pending applications. Thus, the wording in the first two paragraphs of this form has been repeated nine times more so that the first pair of paragraphs refers to a second pending application, the second pair of paragraphs refers to a third pending application, the third pair of paragraphs refers to a fourth pending application, the fourth pair of paragraphs refers to a fifth pending application, the fifth pair of paragraphs refers to a sixth pending application, the sixth pair of paragraphs refers to a seventh pending application, the seventh pair of paragraphs refers to an eighth pending application, the eighth pair of paragraphs refers to a ninth pending application, the ninth pair of paragraphs refers to a tenth pending application, and the tenth pair of paragraphs refers to an eleventh pending application.


Signature

Dated: April 27, 2001

Name and Address of Person Signing:

Edgar E. Spielman, Jr.
Reg. No. 25,929
Patent & Trademark Division
ALBEMARLE CORPORATION
451 Florida Street
Baton Rouge, Louisiana 70801-1765

CERTIFICATE OF TRANSMISSION

I hereby certify that this document, and any attachments referenced herein and attached hereto, are being transmitted on the date indicated below to the Patent and Trademark Office by facsimile number (703)305-3592 during normal USPTO operating hours, in accordance with 37 C.F.R. § 1.6(d).

4/27/01
Date


Deborah A. Brouillette